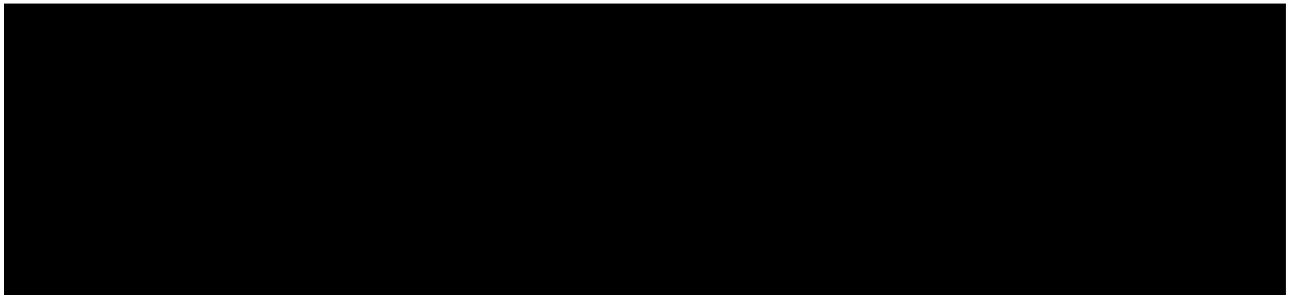


To: Scalise, Laura[Scalise.Laura@epa.gov]
From: Cooper, Geoff
Sent: Thur 10/19/2017 3:09:59 PM
Subject: FW: Water Gen NDA and MTA

Laura,

I think you said you were going to be on-line on Friday. If Liat's okay with the NDA and MTA and your marginal comments can be removed now, send both to Sarah so she can finalize them.

I've been going through Liat's comments on the CRADA but other things keep popping up. Maybe we can talk about the CRADA and what to do next on Monday (before yet another WaterGen call, which I'll attend, too).



Have a good weekend.

Geoff

From: LB BIE [mailto:lb@bienergy.co.il]
Sent: Thursday, October 19, 2017 8:40 AM
To: Scalise, Laura <Scalise.Laura@epa.gov>
Cc: Cooper, Geoff <Cooper.Geoff@epa.gov>
Subject: RE: Water Gen NDA and MTA

Dear Laura,

Following my review of the final drafts of the NDA and the MTA, I see no further issues, though you have left comments, which I wonder would you wish to discuss further ?

Regards

Liat

From: Scalise, Laura [mailto:Scalise.Laura@epa.gov]
Sent: Monday, October 16, 2017 8:50 PM
To: LB BIE <lb@bienergy.co.il>
Cc: Cooper, Geoff <Cooper.Geoff@epa.gov>
Subject: RE: Water Gen NDA and MTA

Hello Liat - welcome back!

I have not yet reviewed the CRADA. I just finished two applications that needed to be filed by tomorrow, so I'm able to give the CRADA my attention now. I will send comments as soon as I finish my review.

Hopefully we can put the MTA and Non-Disclosure Agreement into effect and move forward with the front end of the project.

- Laura

"Everything should be made as simple as possible,

but not simpler." - Albert Einstein

Laura Scalise

Patent Attorney

WJCN 7426-S

Office: 202-564-8303

iPhone: 202-839-1488 (for telework)

From: LB BIE [<mailto:lb@bienergy.co.il>]
Sent: Monday, October 16, 2017 12:54 PM
To: Scalise, Laura <Scalise.Laura@epa.gov>
Cc: Cooper, Geoff <Cooper.Geoff@epa.gov>
Subject: RE: Water Gen NDA and MTA

Dear Laura,

Thank you for providing the drafts of the MTA and NDA.

I did not see any email regarding the CRADA referred to in your email below....

Kindly advise.

Regards

Liat

From: Scalise, Laura [mailto:Scalise.Laura@epa.gov]
Sent: Thursday, October 05, 2017 12:44 AM
To: BIE <lb@bienergy.co.il>
Cc: Cooper, Geoff <Cooper.Geoff@epa.gov>
Subject: Water Gen NDA and MTA

Hello Liat. I'm returning these two agreements for your review.

I am providing the NDA as a clean copy. Please make note of two comments:

1. I added one definition to the document – “Confidential Information.” I took the definition from the MTA, as you had provided it.
2. The word “improvement,” as it appears in the above definition, refers to any improvement that is disclosed by Water Gen to EPA. The use of the word “improvement” here cannot be confused with an improvement that may be patentable that was created under the CRADA. New inventions and improvements created under the CRADA are called “Subject Inventions” and are covered by the terms in Section 5 of the CRADA.

For the MTA, I've included the marked-up version along with an almost-clean version, that has some comments left in for context. Please note that in section 10 of the MTA, I've again deleted the indemnity clause. EPA cannot indemnify any party (potentially an open-ended obligation), in compliance with the Anti-deficiency Act. EPA is limited to the conditions of the Federal Torts Claims Act.

I will get to the CRADA in the next day or two.

Have a pleasant holiday! - Laura

*"Everything should be made as simple as possible,
but not simpler." - Albert Einstein*

Laura Scalise

Patent Attorney

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